

EXHIBIT H

McCORMICK & PRIORE, P.C.

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Attorneys for Defendant, Kellermeyer Bergensons Services, LLC i/p/a Kellermeyer Building Services, LLC

NATALIE PARKER and EDWARD PARKER, H/W,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION:
(Plaintiffs)	:	GLOUCESTER COUNTY
	:	
v.	:	DOCKET NO.: GLO-L-274-17
	:	
SEARS, ROEBUCK AND CO. t/a SEARS and KELLERMEYER BUILDING SERVICES, LLC, a Delaware Limited Liability Company, and John Does 1-10 (fictitious persons responsible for the damages suffered by the Plaintiffs),	:	CIVIL ACTION
	:	
(Defendants)	:	ORDER STAYING ALL PROCEEDINGS

THIS MATTER having been opened to the Court by McCormick & Priore, P.C., attorneys for Defendant, Kellermeyer Bergensons Services, LLC, i/p/a Kellermeyer Building Services, LLC, for an Order staying all proceedings, and the Court having considered the arguments of all parties, and for good cause having been shown;

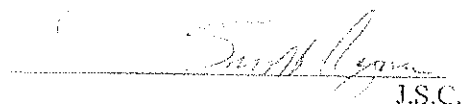
IT IS on this 9th day of November, 2018;

ORDERED that this matter is hereby stayed for sixty ^{and hundred twenty (120)} ~~(60)~~ days; and it is further,

ORDERED that a copy of this Order be served on all parties within days of receipt by Movant.

 Unopposed

 Opposed


J.S.C.

Determination Attached

Parker v. Sears
L-274-17

Defendants' Motion to Stay Judgment

Basis

Defendant, Kellermeyer Bergensons Services, LLC (KBS) moves to stay all proceedings. Sears filed bankruptcy and imposition of automatic stay. The Court stated that the stay will not apply to the remaining parties and that it intends to go forward with Trial scheduled for 11/13/18.

Sears filed Cross-Claims against KBS which not only include common law claims, but also claims based in contract and insurance coverage. Accordingly Sears and KBS are inseparably linked, as an assessment of liability between the parties directly impacts the other. If trial proceeds without Sears than at least one party will be irreparably harmed -- if Sears is not involved all liability will be assessed against KBS or if Sears is on the verdict sheet it will not be present to defend itself or prosecute its cross-claims, and if KBS receives a defense verdict, then cross-claims of Sears will fail. Additionally, if the Stay as to Sears is lifted, presumably a second trial will be needed, as any verdict against Sears while the Stay was in place would be void. This also may cause KBS to be required to participate once again to defend the cross-claim of Sears. The interest of justice and judicial economy requires all matters be stayed.

Plaintiff consents to this motion.

Opposition:

Plaintiff consents.

Determination:

☒ Granted as per form of order submitted; or

☐ As revised by the court or

☐ Denied

Reasoning

To be entitled to a stay, the applicant must present clear and convincing evidence of each of the following factors: (1) relief is needed to prevent irreparable harm; (2) the applicant's claim rests on settled law and has a reasonable probability of succeeding on the merits; and (3) balancing the relative hardships to the parties reveals that greater harm would occur if a stay is not granted than if it were. A case that presents an issue of significant public importance requires the court to consider the public interest in addition to the traditional Crowe v. De Gioia factors. When the injunction sought is merely designed to preserve the status quo, the court may place less emphasis on a particular Crowe factor if another greatly requires the issuance of a remedy. New Jersey Election Law Enforcement Com'n v. DiVincenzo, 445 N.J. Super. 187, 189 (2016).

Here, as indicated above, KBS has detailed evidence of irreparable harm. Second, as stated above, there is evidence of a contract between KBS and Sears as well as insurance coverage that would affect liability for each party. Without opposition, and with consent by Plaintiff, the interest of justice and judicial economy favors granting the motion to stay all proceedings.

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following notice is being sent from eCourts:

Plaintiff Name: EDWARD PARKER, NATALIE PARKER, SEARS ROEBUCK AND CO
Defendant Name: SEARS ROEBUCK AND CO, ZURICH AMERICAN INSURANCE COMP, DOE 1-10 JOHN, KELLERMAYER
Case Caption: BUILDING SERVICES,LLC
Case Number: PARKER VS SEARS ROEBUCK AND CO
Docket Text: GLO L 000274-17
Transaction ID: CORRECTION: Order Result modified to Denied on 10/18/2018 re: ORDER FOR SUMMARY JUDGMENT
LCV20181818758 - Original has been updated
LCV20181958008

Notice has been electronically mailed to:

Plaintiff Attorney	PAUL JOSEPH BARTOLOMEO	PJBARTESQ@AOL.COM SUSANPHILA@GMAIL.COM
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Defendant Attorney	DAVID A SEMPLE	DSEMPLE@MCCORMICKPRIORE.COM KHOLZER@MCCORMICKPRIORE.COM

Notice was not electronically mailed to:

Defendant	ZURICH AMERICAN INSURANCE COMP	00000
Defendant	DOE 1-10 JOHN	00000

Login to eCourts to view the case jacket. You will need a valid user ID(Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

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